

## Higgins, Timothy

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**From:** Stena Bulk Bunker  
**Sent:** Friday, May 15, 2015 2:00 AM  
**To:** Stena Bulk Bunker  
**Subject:** Stem Confirmation: Kronborg . Point Comfort . 15May15 - 16May15

Please reply to this email to confirm receipt.

Date : Friday 15 May 2015

Stena Bulk AB (Sweden) Bunker Stem Confirmation

To: Stena Weco AS / Tim Higgins

To: Martin Resource Management Corporation / Martin Resource Management Corporation / Martin Resource

We are pleased to nominate the following bunker stem in accordance with applicable contractual terms and conditions of sale (unless noted otherwise below).

Vessel : Kronborg (Tanker)

IMO: 9316593

Buyer : Stena Weco AS

Rungsted Strandvej 113,  
2960 Rungsted Kyst  
DENMARK

Vat no DK33396953

Seller : Martin Resource Management Corporation

Phy Supplier : Martin Resource Management Corporation

Port : Point Comfort, USA

Delivery Date: 15 May 2015 - 16 May 2015

Quantity : DMA 0.1%: 23 mt

Price : DMA 0.1%: \$751.00 mtd

Deliv Costs : Delivery charges included in above price.

Fuel Specs : DMA 0.1%: Within ISO 8217 2010 DMA max sulfur 0.1%

As per the requirements of SOLAS regulation VI/5-1, a material safety data sheet (MSDS) for each type of product loaded must be handed over to the master of the receiving vessel upon delivery. This MSDS must comply with Annex 1 and Annex 2 of this regulation (Effective 1st July 2009).

Credit Terms : 30 DOD

Agent : Gulf Harbor Shipping LLC tel: +1 361 888 7400 7401

Notes & Clauses:

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Supplier, please coordinate with agent for timely delivery.

:::Buyer Clause(s):::

The following TERMS and CONDITIONS shall expressly apply to all marine fuels purchased and supplied to Stena Weco/Stena Bulk/Stena Sonangol Suezmax Pool owned, operated or managed vessels, by any marine fuel seller/supplier or related company worldwide (hereafter the "Seller", unless otherwise specifically agreed in writing (hereafter "STENA WECO/STENA BULK/STENA SONANGOL SUEZMAX POOL TERMS AND CONDITIONS").

The Seller warrant that All deliveries, inclusive bunker delivery note and sampling of marine fuels shall be conducted in compliance with ISO 8217:2010 (E) and the Regulations of Annex VI of Marpol 73/78 convention or any subsequent amendments thereof. The delivery of Marine fuel should be accompanied by MSDS - Material Safety Data Sheet, handed over to the receiving vessel.

The fuels purchased by Stena Weco/Stena Bulk/Stena Sonangol Suezmax Pool shall be suitable, and enable vessels main propulsion and auxiliary machinery to operate efficiently, without harmful injurious effects on the machinery or personnel. The fuels may not contribute to any air pollution beyond the limits specified in the Marpol convention.

All fuels to be mineral based products, stable and homogeneous. Fuels must not contain any marine or automotive lubricants (new or waste), chemicals, polypropylene, or any other harmful substances.

Transportation from the terminal to the vessels is always the Seller's liability. The Seller shall at all times be directly responsible for any acts, omissions or services of the supplying barge as for Seller's own account notwithstanding any contractual relationship between Seller and barge owner. The Seller and the supplying barge is responsible for supplying the correct sizes of flanges/connections, and all time/expenses lost due to not supplying correct flanges/connections, to be jointly for Seller's and barge's account. Barge- and vessel crew must take continuous joint drip-samples throughout the whole bunker period in accordance with latest Marpol regulations.

Bunker data sheet with all relevant specifications to be handed over to the Master/chief engineer prior the bunkering in accordance with latest Marpol regulations. Title and risk of product to pass from seller to buyer, when fuel is passing inlet flange on buyers receiving vessel.

In case of cancellation by Buyers side and provided this is notified latest 24 hrs before supply date/time, there shall be no cancellation fee charged by Seller.

Seller - subject to local laws permitting - be responsible to make all connections and disconnections between the delivery barge(s) and the vessels intake pipe and ensure that the hose(s) are properly secured to the vessels manifold prior to commencement of pumping.

Any signature from a member of the bunker barge's crew shall be conclusively evidence of Sellers and the bunker-barge's acceptance of the validity of such sampling.

The vessel cannot authenticate and sign any samples taken without its crew witnessing the sampling according to the above procedure. Any such samples received from the Seller will be stamped "For receipt only" and "Source unknown".

A fifth sample identical to the four samples is always required for retention on board for Port State Control purposes.

Buyer reserves the right to submit any claim(s) concerning the quality of the fuel to the Seller for up to 30 days upon delivery of the product. The claim to be supported by documentation clearly substantiating if the quality is out of the agreed purchase specifications and ISO specifications.

Laboratory test performed by an ISO approved fuel test laboratory shall be considered conclusive evidence and documentation safe for manifest errors.

Seller warrants that their fuel to be supplied to the vessel is not sourced by any country(s) that are on the sanctioned list issued by the UN, US or EU and (ii) is not owned or controlled by any person or entity registered in or operating from Iran, or designated in any sanctions issued by the UN, US or EU..

Unless varied by the above Buyer's Terms and Conditions, the GENERAL TERMS AND CONDITIONS OF BIMCO STANDARD BUNKER CONTRACT ISSUED NOVEMBER 2001 SHALL APPLY TO ALL DELIVERIES, HEREUNDER CLAUSE 15a, Dispute Resolutions referring to English law and Arbitration in London.

:::Invoicing Clause(s):::

Please note we only accept PDF invoices - no hard copies. Pls send the digital invoices directly to [bunker@stenabulk.com](mailto:bunker@stenabulk.com) referencing the vessel name in the email subject line.

The details of this nomination are being sent to all parties. Any errors or omissions should be reported by either party immediately.

Thanks and Best Regards

Lars Malmbratt

General Manager

Bunker Division

Stena Bulk AB (Sweden)

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tel: +4631855080

cell: +46704855080

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